

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
ANUCHA BROWNE SANDERS,

Plaintiff,

06 Civ. 0589 (GEL) (DF)

- against -

ECF CASE

MADISON SQUARE GARDEN, L.P., ISIAH  
LORD THOMAS III and JAMES L. DOLAN,

Defendants.

REPLY DECLARATION OF KEVIN  
T. MINTZER IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT

----- X

KEVIN T. MINTZER, under penalty of perjury, affirms and states as follows:

1. I am a member of the firm Vladeck, Waldman, Elias & Engelhard, P.C., attorneys for plaintiff Anucha Browne Sanders ("plaintiff" or "Browne Sanders") in this action against Madison Square Garden, L.P. ("MSG"), Isiah Lord Thomas ("Thomas") and James L. Dolan ("Dolan"). I submit this declaration in support of plaintiff's Motion For Partial Summary Judgment and to reply to certain of defendants' factual assertions.

2. Attached hereto as Exhibit 1 is a true and correct copy of excerpts from the deposition of James L. Dolan.

3. Attached hereto as Exhibit 2 is a true and correct copy of excerpts from the deposition of Rusty McCormack.

4. Attached hereto as Exhibit 3 is a true and correct copy of excerpts from the deposition of John Moran.

5. Attached hereto as Exhibit 4 is a true and correct copy of a document containing two e-mails from Dan Gladstone to Browne Sanders. The document bears bates numbers MSG 6176-77 and was previously marked as Gladstone Deposition Exhibit 7.

6. Attached hereto as Exhibit 5 is a true and correct copy of a document containing an e-mail from Karin Buchholz to Browne Sanders, which Browne Sanders forwarded to John Moran and Stephen Mills. The document bears bates number MSG 3933 and was previously marked as Buchholz Deposition Exhibit 1.

7. Attached hereto as Exhibit 6 is a true and correct copy of an e-mail from Gary Winkler to Browne Sanders. The document bears bates stamp number MSG 00173.

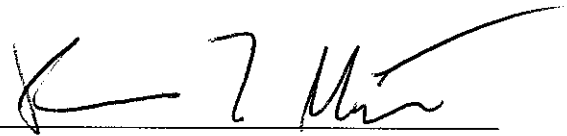
8. Attached hereto as Exhibit 7 is a true and correct copy of a portion of the transcript of the Court's in limine rulings in Tse v. UBS Financial Services, Inc., No. 03 CV 6234 (GEL) (S.D.N.Y. March 23, 2007).

9. As discussed in my Affidavit In Support of Plaintiff's Motion For Partial Summary Judgment, I participated in the pre-litigation settlement discussions between counsel for MSG and counsel for Browne Sanders. I have reviewed the Declaration of Christopher Reynolds, Esq., dated May 25, 2007. While I have high regard for Mr. Reynolds, I do not share his recollection of certain matters reflected in his Declaration, particularly many of the comments that he attributes to "plaintiff's counsel."

10. The Court should also be aware that after plaintiff's counsel conveyed a second settlement proposal to MSG's counsel on January 3, 2006, the parties did continue to discuss the possibility of settlement. Indeed, on or about January 24, 2006, the day that this action was filed, my partner Anne C. Vladeck and I met with MSG counsel Ronald M. Green at

our offices. At that meeting, counsel discussed the possibility of settlement. To my knowledge, at no time prior to the filing of this action did anyone representing MSG state to plaintiff's counsel, in words or substance, that MSG considered plaintiff's settlement position to be "extortionate."

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 8, 2007 in New York, New York.

A handwritten signature in black ink, appearing to read "K T Mintzer", is written over a horizontal line.

KEVIN T. MINTZER

# Exhibit 1

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 06 Civ. 0589 (CGE)

5 -----x  
6 ANUCHA BROWNE-SANDERS,

7 Plaintiff,

8 - against -

9 MADISON SQUARE GARDEN, L.P., ISIAH LORD  
10 THOMAS, III, and JAMES DOLAN,

11 Defendants.  
12 -----x

13 December 11, 2006

14 10:00 a.m.

15 VIDEOTAPE DEPOSITION of JAMES  
16 DOLAN, taken by the Plaintiff, pursuant to  
17 Notice, held at the offices of Vladeck  
18 Waldman Elias & Engelhard, P.C, 1501  
19 Broadway, New York, New York, before  
20 Debbie Zaromatidis, a Shorthand Reporter  
21 and Notary Public of the State of New  
22 York.  
23  
24  
25

<p>58</p> <p>1 DOLAN</p> <p>2 person who was the author of such a</p> <p>3 document would need and you would expect</p> <p>4 would be able to answer. The --</p> <p>5 Q. Do you remember any questions</p> <p>6 that she was unable to answer?</p> <p>7 A. Oh, yes. Specifically</p> <p>8 the -- the way we review a budget we start</p> <p>9 off not with any of the numbers per se,</p> <p>10 but we start off asking the manager, the P</p> <p>11 and L manager, to write down for us their</p> <p>12 goals, strategies, tactics, the -- and in</p> <p>13 the case of Ms. Browne-Sanders' area we</p> <p>14 also required a branding statement. These</p> <p>15 formed the basis for which you then form</p> <p>16 the plan for -- for the operating year</p> <p>17 ahead. It took us several meetings and a</p> <p>18 great deal of coaching sometimes to the</p> <p>19 point where I felt that I was authoring</p> <p>20 the plan in order to get a sufficient</p> <p>21 document that you could rely -- that you</p> <p>22 could then use to formulate the -- a</p> <p>23 budget off of.</p> <p>24 Q. And when was the first of these</p> <p>25 several meetings that you said that there</p>	<p>60</p> <p>1 DOLAN</p> <p>2 In 2005, Anne?</p> <p>3 MS. VLADECK: Yes.</p> <p>4 A. No, I don't believe I had in</p> <p>5 that position.</p> <p>6 Q. When you keep saying in that</p> <p>7 position, what position are you referring</p> <p>8 to?</p> <p>9 A. Well, I think that Ms. Saunders</p> <p>10 had a job prior to this, the -- where she</p> <p>11 was not in charge of the direct marketing</p> <p>12 the -- of the Knicks, that she was in a</p> <p>13 position where she was in charge of</p> <p>14 portions of the execution of -- of that</p> <p>15 marketing. The -- and the -- I believe</p> <p>16 that she did a good job at that time,</p> <p>17 the -- that was Mr. Mills -- I believe his</p> <p>18 statements to me in -- his rationale in</p> <p>19 promoting her into the position that he</p> <p>20 did promote her into was that she had done</p> <p>21 a good job in the job she had before.</p> <p>22 The -- and it was a promotion, and</p> <p>23 necessarily with a promotion you make a</p> <p>24 move up the ladder of the company that you</p> <p>25 are working for, and you take on</p>
<p>59</p> <p>1 DOLAN</p> <p>2 was a great deal of coaching and when did</p> <p>3 you have a sufficient document?</p> <p>4 MR. GREEN: Objection.</p> <p>5 Multiple, compound question. You may</p> <p>6 answer.</p> <p>7 Q. What is the time frame --</p> <p>8 A. What -- roughly July if -- that</p> <p>9 is summer.</p> <p>10 Q. Now, when were all of the</p> <p>11 meetings where there were several meetings</p> <p>12 and a great deal of coaching?</p> <p>13 A. In that -- in the summertime,</p> <p>14 June, July. I believe it went into</p> <p>15 August.</p> <p>16 Q. Now, prior to the June, July,</p> <p>17 August time frame, had you seen</p> <p>18 Ms. Browne-Sanders at budget forecast or</p> <p>19 strategy meetings?</p> <p>20 A. I don't recall.</p> <p>21 Q. Prior to the June, July, August</p> <p>22 time frame, had you formed an opinion of</p> <p>23 Ms. Browne-Sanders' skill set or skill</p> <p>24 level?</p> <p>25 MR. GREEN: Objection to form.</p>	<p>61</p> <p>1 DOLAN</p> <p>2 additional duties, responsibilities, et</p> <p>3 cetera, and hopefully you've done a good</p> <p>4 job and the -- you are ready to do that.</p> <p>5 It became clear in July that Ms. Sanders</p> <p>6 was not ready to do that, that it was in</p> <p>7 my opinion a mistake to -- to promote her</p> <p>8 to that position, but she was in the --</p> <p>9 the position.</p> <p>10 Q. And to the best of your</p> <p>11 recollection, when did she become</p> <p>12 responsible for the areas that you thought</p> <p>13 she was not ready for?</p> <p>14 A. Again, I -- you know, it is</p> <p>15 prior to that July period. She had enough</p> <p>16 experience that she was not considered new</p> <p>17 at that July meeting and whether that was</p> <p>18 six months or a year I have -- you know, I</p> <p>19 can't tell you.</p> <p>20 Q. So you formed an impression in</p> <p>21 the June, July, August 2005 time frame</p> <p>22 that Ms. Browne-Sanders did not have the</p> <p>23 skills for the job that she had at that</p> <p>24 time?</p> <p>25 A. Yes.</p>

16 (Pages 58 to 61)

<p>1 <b>DOLAN</b></p> <p>2 <b>Q. Prior to that time at any point,</b></p> <p>3 <b>did anyone express criticism of her to</b></p> <p>4 <b>you?</b></p> <p>5 MR. GREEN: Objection. Asked</p> <p>6 and answered. You may answer again.</p> <p>7 <b>A. Yes, I think we did. I said</b></p> <p>8 <b>before no, not that I recall.</b></p> <p>9 <b>Q. You said that Mr. Ratner had</b></p> <p>10 <b>expressed criticism to you of</b></p> <p>11 <b>Ms. Browne-Sanders?</b></p> <p>12 <b>A. Yes.</b></p> <p>13 <b>Q. On how many occasions did he</b></p> <p>14 <b>express criticism?</b></p> <p>15 <b>A. More than once and not every</b></p> <p>16 <b>day.</b></p> <p>17 <b>Q. Can you approximate how many</b></p> <p>18 <b>times?</b></p> <p>19 MR. GREEN: Do you have a time</p> <p>20 frame, Anne? It may be helpful to the</p> <p>21 witness.</p> <p>22 MS. VLADECK: I think he said</p> <p>23 that it never happened before the</p> <p>24 summertime frame.</p> <p>25 <b>A. I don't recall it happening</b></p>	<p>62</p>	<p>1 <b>DOLAN</b></p> <p>2 <b>of the opinion that Ms. Sanders should be</b></p> <p>3 <b>fired essentially from the time that we</b></p> <p>4 <b>had those July budget meetings through to</b></p> <p>5 <b>when she ultimately was fired.</b></p> <p>6 <b>Q. When he first raised with you</b></p> <p>7 <b>his belief that she should be fired, what</b></p> <p>8 <b>did you say?</b></p> <p>9 <b>A. Well, I know that I did not</b></p> <p>10 <b>agree that she should be fired.</b></p> <p>11 <b>Q. What did you say?</b></p> <p>12 <b>A. That we gave her the position,</b></p> <p>13 <b>the -- I agree she is not skilled</b></p> <p>14 <b>for -- but let's give her an opportunity</b></p> <p>15 <b>to build those skills. If she doesn't</b></p> <p>16 <b>take the opportunity to build the skills,</b></p> <p>17 <b>then that is another thing, and we will</b></p> <p>18 <b>have to have a replacement.</b></p> <p>19 <b>Q. Did you at any point tell Mr.</b></p> <p>20 <b>Mills to tell Ms. Browne-Sanders that you</b></p> <p>21 <b>believed that she was not skilled and that</b></p> <p>22 <b>she had to build her skills?</b></p> <p>23 MR. GREEN: Objection to form.</p> <p>24 Could you have the question read back to</p> <p>25 us, please.</p>	<p>64</p>
<p>1 <b>DOLAN</b></p> <p>2 <b>before the summertime frame.</b></p> <p>3 <b>Q. So after the summer of '05?</b></p> <p>4 <b>A. So after the time frame through</b></p> <p>5 <b>November and they -- it would only have</b></p> <p>6 <b>been in conjunction with whenever we were</b></p> <p>7 <b>reviewing the -- some aspect of -- of the</b></p> <p>8 <b>area of the operations that Anucha was</b></p> <p>9 <b>responsible for. I don't recall Mr.</b></p> <p>10 <b>Ratner coming out of the blue and</b></p> <p>11 <b>suggesting that, you know, this is</b></p> <p>12 <b>something we had to deal with.</b></p> <p>13 <b>Q. Now, when Mr. Ratner expressed</b></p> <p>14 <b>to you his criticism of</b></p> <p>15 <b>Ms. Browne-Sanders, what, if anything, did</b></p> <p>16 <b>you say in response?</b></p> <p>17 <b>A. I agreed with him that -- that</b></p> <p>18 <b>he -- that she was not capable of doing</b></p> <p>19 <b>the job that -- that she was assigned.</b></p> <p>20 <b>Q. Did he suggest to you at any</b></p> <p>21 <b>time that she should be fired?</b></p> <p>22 <b>A. He did.</b></p> <p>23 <b>Q. When was the first time if there</b></p> <p>24 <b>was more than one time?</b></p> <p>25 <b>A. I believe Mr. -- Mr. Ratner was</b></p>	<p>63</p>	<p>1 <b>DOLAN</b></p> <p>2 MR. VLADECK: Sure.</p> <p>3 THE WITNESS: No, I heard it.</p> <p>4 MR. GREEN: Okay.</p> <p>5 <b>A. What I told Mr. Mills is</b></p> <p>6 <b>that -- not that I told him to tell her</b></p> <p>7 <b>that -- because -- that -- what I told Mr.</b></p> <p>8 <b>Mills was that I believed she didn't have</b></p> <p>9 <b>the skills, the -- and that rather than</b></p> <p>10 <b>letting her go because she couldn't do the</b></p> <p>11 <b>job, that we needed to provide her with</b></p> <p>12 <b>training and attempt to get her up to the</b></p> <p>13 <b>level that she needed to be in terms of</b></p> <p>14 <b>her skill level, so that she could do the</b></p> <p>15 <b>job. It was my feeling that the -- when</b></p> <p>16 <b>you do that for an employee that you get</b></p> <p>17 <b>back a very good employee assuming they</b></p> <p>18 <b>are willing to rely apply themselves and</b></p> <p>19 <b>learn the position. The -- and it was my</b></p> <p>20 <b>hope that that was what was -- would</b></p> <p>21 <b>happen with Ms. Browne-Sanders.</b></p> <p>22 <b>Q. What, if anything, did Mr. Mills</b></p> <p>23 <b>tell you when you discussed your belief</b></p> <p>24 <b>that Ms. Browne-Sanders wasn't performing?</b></p> <p>25 <b>A. The -- I believe Mr. Mills</b></p>	<p>65</p>

17 (Pages 62 to 65)

VERITEXT/NEW YORK REPORTING COMPANY

212-267-6868

516-608-2400

<p>86</p> <p>1 <b>DOLAN</b></p> <p>2 <b>Mr. McCormack concerning</b></p> <p>3 <b>Ms. Browne-Sanders?</b></p> <p>4 MR. GREEN: Objection to form.</p> <p>5 At any time ever?</p> <p>6 MS. VLADECK: Yes.</p> <p>7 <b>A. I don't recall.</b></p> <p>8 <b>Q. Prior to that helicopter ride,</b></p> <p>9 <b>had you had conversations with Mr.</b></p> <p>10 <b>McCormack or anyone else with respect to</b></p> <p>11 <b>the investigation into her charges?</b></p> <p>12 MR. GREEN: To the extent that</p> <p>13 that would require you to reveal</p> <p>14 conversations you had in the presence of</p> <p>15 counsel, Mr. Dolan, or at the direction of</p> <p>16 counsel, you may not answer this question.</p> <p>17 MS. VLADECK: This is a yes or</p> <p>18 no. Can I have the question read back,</p> <p>19 please.</p> <p>20 (Record read.)</p> <p>21 MR. GREEN: Because the</p> <p>22 question contains the substance and</p> <p>23 subject of the meeting, I instruct the</p> <p>24 witness not to answer to the extent it</p> <p>25 would be a meeting at which counsel was</p>	<p>88</p> <p>1 <b>DOLAN</b></p> <p>2 <b>A. Because Ms. -- we could not keep</b></p> <p>3 <b>going with her in the position that she</b></p> <p>4 <b>was in in The Garden. Remember, that what</b></p> <p>5 <b>we had agreed to was -- is that</b></p> <p>6 <b>Ms. Browne-Sanders was going to continue</b></p> <p>7 <b>on with her duties and responsibilities</b></p> <p>8 <b>while she looked for another position.</b></p> <p>9 <b>The -- that is what she had asked us to</b></p> <p>10 <b>do. The -- and we had agreed.</b></p> <p>11 <b>Q. The -- as part of that we -- the</b></p> <p>12 <b>operation of the -- of the marketing and</b></p> <p>13 <b>of the Knicks was part and parcel of that.</b></p> <p>14 <b>We needed somebody to make sure Game Day</b></p> <p>15 <b>happened. Make sure that -- that the</b></p> <p>16 <b>slicks were reviewed, that the -- all of</b></p> <p>17 <b>the day-to-day responsibilities that were</b></p> <p>18 <b>part of Anucha's job. That the -- after</b></p> <p>19 <b>that -- that conversation it was very</b></p> <p>20 <b>clear -- clear to me that she could no</b></p> <p>21 <b>longer do that job, that we could not have</b></p> <p>22 <b>her do that job.</b></p> <p>23 <b>Q. I am sorry. When you say after</b></p> <p>24 <b>that conversation, what conversation?</b></p> <p>25 <b>A. The conversation on the</b></p>
<p>87</p> <p>1 <b>DOLAN</b></p> <p>2 present or held at counsel's direction.</p> <p>3 So you may not answer this question if you</p> <p>4 had any such meeting or discussion at</p> <p>5 the -- in the presence of counsel or at</p> <p>6 the direction of counsel.</p> <p>7 <b>A. Okay. I got the direction. I</b></p> <p>8 <b>think that -- that the answer -- I know</b></p> <p>9 <b>that the answer is that the only</b></p> <p>10 <b>communication I had with Mr. McCormack</b></p> <p>11 <b>prior to this in regards to this -- this</b></p> <p>12 <b>matter would be to verify that he was in</b></p> <p>13 <b>fact investigating the matter.</b></p> <p>14 <b>Q. Who made the decision to have</b></p> <p>15 <b>Ms. Browne-Sanders' employment be</b></p> <p>16 <b>terminated by The Garden?</b></p> <p>17 <b>A. I did.</b></p> <p>18 <b>Q. Did you make it on your own or</b></p> <p>19 <b>was it with others, consultation or</b></p> <p>20 <b>something else?</b></p> <p>21 <b>A. Well, all decisions at The</b></p> <p>22 <b>Garden I make on my own.</b></p> <p>23 <b>Q. And what were the reasons or</b></p> <p>24 <b>what was the reason you fired</b></p> <p>25 <b>Ms. Browne-Sanders?</b></p>	<p>89</p> <p>1 <b>DOLAN</b></p> <p>2 <b>helicopter.</b></p> <p>3 <b>Q. With Mr. McCormack?</b></p> <p>4 <b>A. With Mr. McCormack. I think Mr.</b></p> <p>5 <b>Ratner was there, too.</b></p> <p>6 <b>Q. And the conversation related to</b></p> <p>7 <b>Mr. McCormack suggesting that</b></p> <p>8 <b>Ms. Browne-Sanders was undermining the</b></p> <p>9 <b>investigation?</b></p> <p>10 MR. GREEN: Objection to form.</p> <p>11 You may answer.</p> <p>12 <b>A. That she had had undermined the</b></p> <p>13 <b>investigation, yes.</b></p> <p>14 <b>Q. Did Mr. Ratner say anything</b></p> <p>15 <b>during this conversation?</b></p> <p>16 <b>A. I believe Mr. Ratner echoed what</b></p> <p>17 <b>he has been saying all along, that -- that</b></p> <p>18 <b>Ms. Sanders needed to be let go.</b></p> <p>19 <b>Q. What, if anything, about what</b></p> <p>20 <b>Mr. McCormack told you was a factor in</b></p> <p>21 <b>your decision to fire Ms. Browne-Sanders?</b></p> <p>22 <b>A. The -- really the single thing</b></p> <p>23 <b>was that -- is that -- whether she was</b></p> <p>24 <b>going to be able to continue to do -- to</b></p> <p>25 <b>exercise her duties and responsibilities</b></p>

23 (Pages 86 to 89)



170

1 **DOLAN**

2 best -- I could just answer all of them

3 I'm not sure, and that is probably the

4 best answer I can give you.

5 Q. Let's then just for safety's

6 sake say that this was written in or about

7 first quarter of '05.

8 What complaints, if any, did Mr.

9 Mills convey to you about

10 Ms. Browne-Sanders after this document?

11 A. Mr. Mills really didn't complain

12 to me about Ms. Browne-Sanders, which, you

13 know, I would expect would be the -- you

14 know, that was his direct report. So kind

15 of -- it would be kind of unusual for Mr.

16 Mills to complain to me about his direct

17 report.

18 Q. As you sit here today, do you

19 remember any complaints that Mr. Mills had

20 about Ms. Sanders -- Browne-Sanders that

21 he conveyed to you?

22 A. No.

23 Q. Did Mr. Mills at any time convey

24 a complaint about Ms. Browne-Sanders that

25 he had received from someone else to you?

171

1 **DOLAN**

2 A. I don't recall.

3 Q. Again, it would not be -- a

4 normal thing for Mr. Mills to talk to me

5 about the complaints for his -- his

6 employer. I mean he is responsible for

7 her. So why complain to me? The -- in

8 fact, I would probably ask him that

9 question. Why are you complaining to me?

10 She reports to you.

11 Q. Before you made the decision to

12 fire Ms. Browne-Sanders, did you ask Mr.

13 Mills whether he agreed or disagreed with

14 that decision?

15 A. No.

16 Q. And do you recall why you made

17 the decision to fire her on the day that

18 you made the decision?

19 A. Yes.

20 Q. And what was that?

21 A. We had come to the conclusion

22 that her working at the company was no

23 longer tenable due to the fact first

24 that -- that leading up until that point

25 and all the way from July up until that

172

1 **DOLAN**

2 point we had had problems. I think that

3 factored into it. The -- they -- and then

4 the issue of utilizing her position to

5 influence her direct reports and then

6 finally making a request for 6 million

7 dollars in severance.

8 Q. On what do you base your

9 statement that she made a request for 6

10 million dollars in severance?

11 A. It was reported to me that she

12 made a 6 million dollar -- request for 6

13 million dollars in severance.

14 Q. Who reported it to you?

15 MR. GREEN: I am going to ask

16 the witness not to respond further to the

17 extent it would reveal conversations with

18 counsel. If he acquired the information

19 from other means, he may respond fully.

20 MS. VLADECK: Ron, I don't

21 believe you could open the door and then

22 close it. I think that to the extent that

23 he was relying on any information even if

24 it was through counsel the door has been

25 opened.

173

1 **DOLAN**

2 MR. GREEN: Well, I'll be happy

3 to stipulate to you by way of letting this

4 witness respond that we are not opening

5 the door beyond this communication with

6 counsel. If you agree not to pursue a

7 greater waiver of the privilege than this,

8 I will permit the witness to respond as to

9 what conversations he had with counsel in

10 connection with the 6 million dollar

11 issue.

12 MS. VLADECK: I believe that

13 the waiver means that the whole

14 conversation is then one that he can

15 testify to. If you are not going to

16 permit --

17 MR. GREEN: I won't permit a

18 broader waiver than the conversations

19 about the amount of money which may have

20 been requested during these discussions

21 pertaining to Ms. Anucha Browne-Sanders'

22 separation.

23 MS. VLADECK: Why don't we

24 start with that. I will not argue that

25 your allowing him to testify to that is a

<p style="text-align: right;">174</p> <p>1 DOLAN</p> <p>2 further waiver.</p> <p>3 MR. GREEN: Fair enough.</p> <p>4 MS. VLADECK: But I will argue</p> <p>5 potentially that we are entitled just by</p> <p>6 the initial comment to the entire</p> <p>7 conversation.</p> <p>8 MR. GREEN: You are free to</p> <p>9 make the argument, and I will allow the</p> <p>10 witness to answer then with respect to the</p> <p>11 question who was it who told him that</p> <p>12 Anucha Browne-Sanders had demanded 6</p> <p>13 million dollars.</p> <p>14 MS. VLADECK: Okay.</p> <p>15 MR. GREEN: He may respond.</p> <p>16 <b>A. That was a lot discussion for</b></p> <p>17 <b>the answer you are about to get.</b></p> <p>18 <b>Q. And what is the answer I am</b></p> <p>19 <b>about to get?</b></p> <p>20 <b>A. I don't recall.</b></p> <p>21 <b>(Laughter.)</b></p> <p>22 <b>Q. Let -- let me ask you a question</b></p> <p>23 <b>that is more recent.</b></p> <p>24 <b>I asked you specifically about</b></p> <p>25 <b>the -- the amount of money this morning,</b></p>	<p style="text-align: right;">176</p> <p>1 DOLAN</p> <p>2 THE WITNESS: You know I give</p> <p>3 you 30 seconds at which point if you don't</p> <p>4 have this resolved, I am coming in and</p> <p>5 answering the question. Don't take that</p> <p>6 as your advantage now.</p> <p>7 (Witness leaves the room.)</p> <p>8 THE VIDEOGRAPHER: We are going</p> <p>9 off the record at 3:12.</p> <p>10 MS. VLADECK: No, not off the</p> <p>11 record.</p> <p>12 MR. GREEN: On the record.</p> <p>13 THE VIDEOGRAPHER: I am sorry.</p> <p>14 We are not off the record at 3:12.</p> <p>15 MR. MINTZER: You are recording</p> <p>16 a blue screen.</p> <p>17 MS. VLADECK: You were about to</p> <p>18 say something that I said was a speaking</p> <p>19 objection.</p> <p>20 MR. GREEN: You are</p> <p>21 mischaracterizing his testimony. I don't</p> <p>22 believe he said he considered it. I</p> <p>23 believe you asked him if he told anyone</p> <p>24 about that. I don't think you asked him</p> <p>25 if he considered it. It is a fair</p>
<p style="text-align: right;">175</p> <p>1 DOLAN</p> <p>2 <b>and you rejected as a reason for deciding</b></p> <p>3 <b>to fire Ms. Browne-Sanders that a</b></p> <p>4 <b>settlement demand or a demand was</b></p> <p>5 <b>exorbitant.</b></p> <p>6 MR. GREEN: I must -- I must</p> <p>7 correct you.</p> <p>8 MS. VLADECK: Wait.</p> <p>9 MR. GREEN: That wasn't his</p> <p>10 testimony.</p> <p>11 MS. VLADECK: Let me have Mr.</p> <p>12 Dolan leave the room.</p> <p>13 MR. GREEN: Fair enough.</p> <p>14 THE WITNESS: I am going to</p> <p>15 leave the room now. Hey, guys this is not</p> <p>16 boding well for a 4:30 departure. I just</p> <p>17 assume answer this question.</p> <p>18 MS. VLADECK: No. No, not, Ron</p> <p>19 -- not while he is here.</p> <p>20 MR. GREEN: Fine. Step out</p> <p>21 just for a moment. Just outside the door.</p> <p>22 THE WITNESS: Sure. Are you</p> <p>23 coming with me?</p> <p>24 MR. GREEN: I want to argue</p> <p>25 this point.</p>	<p style="text-align: right;">177</p> <p>1 DOLAN</p> <p>2 question, but I don't think it has been</p> <p>3 asked.</p> <p>4 MS. VLADECK: Okay. I'm not</p> <p>5 sure that is correct, but I think it is</p> <p>6 easily remedied.</p> <p>7 MR. GREEN: He can answer</p> <p>8 fully.</p> <p>9 (Witness returns to the room.)</p> <p>10 MR. GREEN: Thirty seconds.</p> <p>11 Just made it.</p> <p>12 MR. MINTZER: Done.</p> <p>13 <b>Q. See, we take your deadline</b></p> <p>14 <b>seriously.</b></p> <p>15 <b>A. What is the scoop Betty Boops?</b></p> <p>16 <b>Am I answering or not answering?</b></p> <p>17 MR. GREEN: Well, I asked her</p> <p>18 to rephrase the question.</p> <p>19 THE WITNESS: Fabulous.</p> <p>20 MR. GREEN: She may rephrase the</p> <p>21 question or not.</p> <p>22 <b>Q. Let me go back a little. Did</b></p> <p>23 <b>you hear about a 6 million dollar request</b></p> <p>24 <b>for severance from counsel?</b></p> <p>25 <b>A. I don't recall --</b></p>

45 (Pages 174 to 177)

<p>178</p> <p>1 DOLAN</p> <p>2 MR. GREEN: You may answer.</p> <p>3 A. -- who I heard the 6 million</p> <p>4 dollar request from.</p> <p>5 Q. In what context did you hear the</p> <p>6 request?</p> <p>7 A. That is what I don't recall.</p> <p>8 Q. And did you hear the request on</p> <p>9 the day you decided to fire her?</p> <p>10 A. I'm not sure.</p> <p>11 Q. Did you tell anyone that a</p> <p>12 factor in your decision to fire</p> <p>13 Ms. Browne-Sanders was that she had made a</p> <p>14 request for 6 million in severance?</p> <p>15 A. I think I did.</p> <p>16 Q. Who did you tell?</p> <p>17 A. I think at that same discussion</p> <p>18 at the helicopter I pointed out that she</p> <p>19 is already had -- had essentially -- I was</p> <p>20 told she wasn't staying. She -- she</p> <p>21 resigned and asked for the extended stay</p> <p>22 period. The -- that she had tampered with</p> <p>23 an investigation that -- that was begun on</p> <p>24 her behalf, the -- and then had asked for</p> <p>25 6 million dollars in severance.</p>	<p>180</p> <p>1 DOLAN</p> <p>2 I'm going to go, right, the -- and file</p> <p>3 this case that we are talking about right</p> <p>4 now and make a big stink about it.</p> <p>5 Q. Who told you that there was a</p> <p>6 threat that if it wasn't paid we are going</p> <p>7 to file this case and make a big stink</p> <p>8 about it?</p> <p>9 A. I think it was Mr. Mills. I'm</p> <p>10 not sure whether it was him. Whoever was</p> <p>11 relating to Anucha at that time, I think</p> <p>12 it was still Mr. Mills.</p> <p>13 MS. VLADECK: Do you have word</p> <p>14 search? Could you search for the word</p> <p>15 exorbitant.</p> <p>16 (The record was read back as</p> <p>17 follows:</p> <p>18 "Question: Did you tell anyone</p> <p>19 that you had to fire Ms. Browne-Sanders</p> <p>20 because she made a settlement demand that</p> <p>21 you lebieved was exorbitant?</p> <p>22 "Mr. Green: Objection to form.</p> <p>23 "Answer: No."</p> <p>24 Q. You never told anyone that --</p> <p>25 A. What --</p>
<p>179</p> <p>1 DOLAN</p> <p>2 Q. Now, when you said you think you</p> <p>3 said it in the same conversation, was that</p> <p>4 with Mr. McCormack and Mr. Ratner?</p> <p>5 A. Right.</p> <p>6 Q. Is there a reason you didn't</p> <p>7 tell me that this morning when you were</p> <p>8 asked a direct question as to whether or</p> <p>9 not you told Mr. Ratner or Mr. McCormack</p> <p>10 that a request for severance was a factor</p> <p>11 in your decision to fire her?</p> <p>12 A. No, I don't think you asked me</p> <p>13 about a request for severance. You asked</p> <p>14 me about a settlement. Settlement is a</p> <p>15 bit different than a request for</p> <p>16 severance.</p> <p>17 Q. Is that the way you've been</p> <p>18 parsing my questions if there was --</p> <p>19 A. I don't mean to be cute with</p> <p>20 you, but the --</p> <p>21 Q. Well --</p> <p>22 A. The -- it first came in a</p> <p>23 request for severance. That then came in</p> <p>24 a threat, right, that if the -- that if</p> <p>25 the -- if I didn't get the money, right,</p>	<p>181</p> <p>1 DOLAN</p> <p>2 MR. GREEN: Objection to form.</p> <p>3 Q. -- about a settlement demand?</p> <p>4 A. Correct. That they -- -- I</p> <p>5 don't recall. I'm not -- you know, at</p> <p>6 this point I am a little confused because</p> <p>7 at one point she is asking for -- she is</p> <p>8 asking for 6 million dollars. Later on I</p> <p>9 believe she asked -- she let us know that</p> <p>10 she got -- that if she doesn't get the 6</p> <p>11 million dollars she is going to</p> <p>12 then -- that she attempted to essentially</p> <p>13 extort the 6 million dollars from the</p> <p>14 company.</p> <p>15 Q. Did you have a discussion on</p> <p>16 this subject at lunch with your counsel?</p> <p>17 MR. GREEN: I'm going to object</p> <p>18 and instruct the witness not to answer to</p> <p>19 conversations with counsel.</p> <p>20 Q. Well, did you have any</p> <p>21 discussion during the lunch break with</p> <p>22 your counsel to refresh your recollection</p> <p>23 concerning this 6 million dollar demand?</p> <p>24 MR. GREEN: Same objection. To</p> <p>25 the extent counsel posed any questions or</p>

46 (Pages 178 to 181)

VERITEXT/NEW YORK REPORTING COMPANY

212-267-6868

516-608-2400

<p style="text-align: right;">186</p> <p>1 <b>DOLAN</b></p> <p>2 my essentially taking the opinion of Mr.</p> <p>3 Ratner that she had not improved, that he</p> <p>4 believed that she was -- should be</p> <p>5 terminated.</p> <p>6 Q. Are you done with all the events</p> <p>7 leading from July to January?</p> <p>8 A. Yes, I think so.</p> <p>9 Q. What made you believe that from</p> <p>10 July to January she had an inability to</p> <p>11 budget or brand?</p> <p>12 A. Because of the July meeting, the</p> <p>13 skills and the work product that she</p> <p>14 produced was not -- low, not acceptable.</p> <p>15 It showed a lack of understanding of</p> <p>16 budgeting. It showed a lack of</p> <p>17 understanding of branding. She was unable</p> <p>18 to come up with a branding statement for</p> <p>19 the New York Knicks. She had to be given</p> <p>20 one. That the -- and her -- in her budget</p> <p>21 she was unable to explain her budget and</p> <p>22 when she -- and when she did explain her</p> <p>23 budget, her explanations, the -- showed a</p> <p>24 lack of understanding of how budgets</p> <p>25 are -- are put together and differences</p>	<p style="text-align: right;">188</p> <p>1 <b>DOLAN</b></p> <p>2 training, but I did not get a positive</p> <p>3 report. I didn't get any report</p> <p>4 essentially on it.</p> <p>5 Q. Did you ask for a report at any</p> <p>6 time between the summer budget meetings</p> <p>7 and the day you decided to fire her?</p> <p>8 A. I don't recall. I don't -- I</p> <p>9 don't recall if I did or if I didn't.</p> <p>10 Q. Now, you said that you also</p> <p>11 relied on the opinion of Mr. Ratner that</p> <p>12 she should be terminated.</p> <p>13 When did Mr. Ratner express his</p> <p>14 opinion that she should be terminated?</p> <p>15 A. Consistently from July through</p> <p>16 her termination date.</p> <p>17 Q. And you rejected his opinion</p> <p>18 from July, August, September, October,</p> <p>19 November and December; is that correct?</p> <p>20 MR. GREEN: Objection to form.</p> <p>21 Misstates prior testimony.</p> <p>22 Q. Is that correct?</p> <p>23 MR. GREEN: You may answer.</p> <p>24 A. I think it -- rejected would be</p> <p>25 strong, but essentially we didn't act upon</p>
<p style="text-align: right;">187</p> <p>1 <b>DOLAN</b></p> <p>2 between things such as operating expenses</p> <p>3 and capital expenses, and she actually in</p> <p>4 the middle of the budgetary process</p> <p>5 revealed that she had misclassified some</p> <p>6 80,000 dollar or a hundred thousand</p> <p>7 dollars worth of expenses from operating</p> <p>8 into -- from capital into operating.</p> <p>9 Q. Was this all reflected during</p> <p>10 the summer budget meetings or is this</p> <p>11 something that happened between July and</p> <p>12 January?</p> <p>13 A. This was all -- the budget</p> <p>14 meetings went through July and August.</p> <p>15 Q. Okay. My question is after the</p> <p>16 budget meetings over the summer --</p> <p>17 A. Yes.</p> <p>18 Q. What did you observe with</p> <p>19 respect to Ms. Browne-Sanders' inability</p> <p>20 to budget and/or brand from those budget</p> <p>21 meetings until January of '06?</p> <p>22 A. Nothing other than that -- that</p> <p>23 I did not receive a report that she had</p> <p>24 gotten any better, and there was no reason</p> <p>25 to think that she went through the -- the</p>	<p style="text-align: right;">189</p> <p>1 <b>DOLAN</b></p> <p>2 what his -- what his opinion -- we tried</p> <p>3 to give Anucha a chance, but you have to</p> <p>4 remember that the -- you are asking me</p> <p>5 about the day she was fired. The -- we</p> <p>6 went through this whole process with her.</p> <p>7 Then she comes back to us, and she tells</p> <p>8 us that she is not going to work here any</p> <p>9 more. The -- that the -- it is unclear</p> <p>10 what the reason is why she doesn't -- why</p> <p>11 she can't work here any more, but I assume</p> <p>12 that the -- that it had something to do</p> <p>13 with her experience over the last six</p> <p>14 months. The -- so now we are already</p> <p>15 looking for -- we already have to rejigger</p> <p>16 the -- the department, et cetera, but she</p> <p>17 is -- she is going to stay as long as we</p> <p>18 help her find another position, but she is</p> <p>19 essentially out. She has no future at the</p> <p>20 company by her own hand, and then</p> <p>21 the -- comes in the report that she wants</p> <p>22 \$600,000 worth -- excuse me -- 6 million</p> <p>23 dollars worth of severance that the -- and</p> <p>24 that -- that the -- she's been tampering</p> <p>25 with an investigation into a complaint</p>

48 (Pages 186 to 189)

VERITEXT/NEW YORK REPORTING COMPANY

212-267-6868

516-608-2400

UNRECORDED

<p style="text-align: right;">190</p> <p><b>DOLAN</b></p> <p>1 that she's made, and the last part is</p> <p>2 the -- is the part that is most difficult</p> <p>3 to deal with because as ridiculous as the</p> <p>4 6 million dollar request was that</p> <p>5 the -- she could have continued on doing</p> <p>6 her job if she had not tampered</p> <p>7 with -- with those people, the -- but the</p> <p>8 combination of all of those things</p> <p>9 together -- and finally the tampering as</p> <p>10 being the last straw in that really led us</p> <p>11 to -- led me to the conclusion that her</p> <p>12 employment at the company was over with.</p> <p>13 Q. Now, you started by saying that</p> <p>14 you believed she started this whole</p> <p>15 process. What whole process are you</p> <p>16 referring to?</p> <p>17 A. I'm not sure --</p> <p>18 MS. VLADECK: Could you read it</p> <p>19 back.</p> <p>20 (Record read.)</p> <p>21 Q. What did you mean by the whole</p> <p>22 process?</p> <p>23 A. What I meant by the whole</p> <p>24 process is -- we went through the whole</p> <p>25</p>	<p style="text-align: right;">192</p> <p><b>DOLAN</b></p> <p>1 ability for help, training to get her</p> <p>2 skill levels up, the company was going to</p> <p>3 stick with her, that the -- the -- and she</p> <p>4 took the training, and then she came back</p> <p>5 and basically said I quit. The -- then</p> <p>6 she asks for 6 million dollars, that</p> <p>7 the -- and then we find out that</p> <p>8 she -- that she is utilizing her position</p> <p>9 that she is -- she is off through the</p> <p>10 company attempting to garner support for a</p> <p>11 complaint that the -- about sexual</p> <p>12 harassment. The -- at what point</p> <p>13 does -- does an employee become no longer</p> <p>14 effective at a company as -- in her</p> <p>15 position. She was no longer effective.</p> <p>16 The -- the -- and the -- at that point,</p> <p>17 you know, I decided that the company had</p> <p>18 to -- had to just cut it off, and that was</p> <p>19 when -- when she was fired.</p> <p>20 Q. Now, you say that you heard from</p> <p>21 Mr. Mills that Mrs. Anucha Browne-Sanders</p> <p>22 just walked into the office and said I'm</p> <p>23 quitting?</p> <p>24 MR. GREEN: Objection.</p> <p>25</p>
<p style="text-align: right;">191</p> <p><b>DOLAN</b></p> <p>1 budgeting process with her. We discovered</p> <p>2 these deficiencies that the -- that -- you</p> <p>3 know, that -- in her skill set. We went</p> <p>4 through and paid for the -- and offered</p> <p>5 her training the -- and paid for her</p> <p>6 training to up those skills. I mean that</p> <p>7 was at our expense that the -- -- and, you</p> <p>8 know, after we are done sending her</p> <p>9 school, right -- that -- to get better at</p> <p>10 this, right, the -- she walks into the</p> <p>11 office and says essentially I'm quitting.</p> <p>12 The -- I can't work here any more.</p> <p>13 The -- the -- and you need to -- what</p> <p>14 I -- what I need you to do is to keep me</p> <p>15 on, and I'll do my job, which was fair,</p> <p>16 and help me find another job. That</p> <p>17 the -- you know, at that point, you know,</p> <p>18 I have to tell you that as -- as the CEO</p> <p>19 of the company having then, you know,</p> <p>20 offered her the -- the ability, right, to</p> <p>21 essentially come out of what was a pretty</p> <p>22 bad review but which is what came up out</p> <p>23 of in terms of how her performance was in</p> <p>24 that budgetary process, offering her the</p> <p>25</p>	<p style="text-align: right;">193</p> <p><b>DOLAN</b></p> <p>1 Misstates prior testimony. You may</p> <p>2 answer.</p> <p>3 A. I think that is what I said,</p> <p>4 but, you know -- look --</p> <p>5 Q. That is a yes or no.</p> <p>6 A. I'm taking -- you don't get to</p> <p>7 do that with me.</p> <p>8 Q. Yes, I do.</p> <p>9 A. Well, I'm still going to answer</p> <p>10 the way I want to answer. I'm</p> <p>11 characterizing what her conversation was</p> <p>12 with Mr. Mills.</p> <p>13 Q. Did you hear from anyone that</p> <p>14 what Ms. Browne-Sanders said as a result</p> <p>15 of the sexual harassment was I can't take</p> <p>16 this any more?</p> <p>17 MR. GREEN: Objection to form.</p> <p>18 Can I have that question read back,</p> <p>19 please.</p> <p>20 (Record read.)</p> <p>21 A. No.</p> <p>22 Q. Now, who did you talk to about</p> <p>23 Ms. Browne-Sanders from January 13 to</p> <p>24 January 19, whether or not they were</p> <p>25</p>



202

1 **DOLAN**  
2 **is what she was attempting to do.**  
3 **The -- she so wanted to -- apparently to**  
4 **have this complaint be verified by the**  
5 **people underneath her, that -- that**  
6 **she -- you know, she violated the company**  
7 **policy, and she rendered herself at that**  
8 **point the -- the -- unemployable by the**  
9 **company. The -- because the -- we had no**  
10 **way of knowing whether she was going to**  
11 **continue to do that or not continue to do**  
12 **that, and so how could I then have her**  
13 **continue to run that operation. We**  
14 **couldn't. The -- that is why she was let**  
15 **go.**  
16 **Q. And everything you learned about**  
17 **her attempt to influence the investigation**  
18 **in your words you learned from Mr.**  
19 **McCormack; is that correct?**  
20 **A. From Mr. McCormack, that's**  
21 **right.**  
22 **Q. Was there any other source of**  
23 **information for that belief?**  
24 **A. Not for that decision, no.**  
25 **Q. And did Mr. McCormack tell you**

203

1 **DOLAN**  
2 **what investigation was occurring that he**  
3 **he believed she was attempting to**  
4 **influence?**  
5 **MR. GREEN: Objection to form.**  
6 **If you can recall, Mr. Dolan.**  
7 **A. It was a harassment**  
8 **investigation based on complaints from**  
9 **Anucha. I knew that.**  
10 **Q. So it was your understanding**  
11 **that it was an investigation into her own**  
12 **complaints of sexual harassment?**  
13 **A. Right.**  
14 **MR. GREEN: Objection to form.**  
15 **Q. And that during that**  
16 **investigation she brought people into her**  
17 **office?**  
18 **MR. GREEN: Objection to form.**  
19 **Q. Is that correct?**  
20 **MR. GREEN: Objection to form.**  
21 **It misstates a portion of the prior**  
22 **testimony.**  
23 **MR. VLADECK: Please**  
24 **Mr. -- objection to form is fine. I think**  
25 **that there has been enough coaching.**

204

1 **DOLAN**  
2 **MR. GREEN: No, don't -- this**  
3 **camera is rolling.**  
4 **MS. VLADECK: Mr. Dolan, do you**  
5 **mind leaving the room?**  
6 **MR. GREEN: You stay right**  
7 **here.**  
8 **MS. VLADECK: Excuse me.**  
9 **MR. GREEN: If you want to end**  
10 **this deposition, you can end it. If you**  
11 **want to end it right now. Do not attempt**  
12 **to insult me in the presence of my client.**  
13 **Do not falsely accuse of me coaching in**  
14 **the presence of my client and do not**  
15 **mislead my client. That is inconsistent**  
16 **with his prior testimony, and you know it.**  
17 **He is not here to be duped or tricked by**  
18 **you asking questions to which he**  
19 **responded.**  
20 **MS. VLADECK: Mr. Green, I**  
21 **think any observer will see the difference**  
22 **between prelunch and post lunch testimony.**  
23 **MR. GREEN: Are you referring**  
24 **to Ms. Anucha Browne-Saunders?**  
25 **MS. VLADECK: No, I am**

205

1 **DOLAN**  
2 **referring to Mr. Dolan, and I am referring**  
3 **--**  
4 **MR. GREEN: Are you referring**  
5 **to Anucha Browne-Sanders, of others giving**  
6 **her information during her deposition?**  
7 **MS. VLADECK: I don't have any**  
8 **clue what you are talking about, but you**  
9 **are perfectly capable of saying whatever**  
10 **you want which you did at her deposition.**  
11 **Could I have the question read**  
12 **back and could I have the answer without**  
13 **speaking objections?**  
14 **(Record read.)**  
15 **A. That is a question?**  
16 **Q. Did you believe that during the**  
17 **investigation into her complaints of**  
18 **sexual harassment she brought people,**  
19 **subordinates into her office to discuss**  
20 **the charges?**  
21 **A. I believe that she used her**  
22 **position -- I'm sorry, but you know what,**  
23 **whether it occurred in her office or not**  
24 **is just -- is just merely that the -- an**  
25 **expression. I have no idea where it**

52 (Pages 202 to 205)

<p style="text-align: right;">206</p> <p>1 <b>DOLAN</b></p> <p>2 occurred. It wasn't expressed to me where</p> <p>3 it occurred. What was very clear is --</p> <p>4 was -- is that Ms. Sanders used her</p> <p>5 position that the -- to influence these</p> <p>6 people. The -- in conversations regarding</p> <p>7 her sexual harassment claim. That</p> <p>8 the -- specifically the -- it was reported</p> <p>9 to me that she -- that she asked people to</p> <p>10 back her up on -- on -- on the claims</p> <p>11 of -- of harassment against Mr. Thomas,</p> <p>12 the -- and the -- and, you know, I'm not</p> <p>13 quite sure why you're all arguing about</p> <p>14 this. The -- I mean are you suggesting</p> <p>15 that she didn't do those things? That</p> <p>16 the -- I mean because that is nuts. That</p> <p>17 the -- you know, I mean I think that</p> <p>18 you'll see in the rest of the depositions</p> <p>19 that you get and the rest of this trial,</p> <p>20 that -- that that is exactly what she did.</p> <p>21 That the -- maybe you don't want to</p> <p>22 believe it because you're representing</p> <p>23 her, but the fact is that she did do</p> <p>24 things and that -- excuse me. I'm not</p> <p>25 done. The -- the -- and in addition to</p>	<p style="text-align: right;">208</p> <p>1 <b>DOLAN</b></p> <p>2 Dolan, you may answer to the best of your</p> <p>3 recollection.</p> <p>4 <b>A. Okay. I don't need to know the</b></p> <p>5 <b>names -- excuse me. You're going to let</b></p> <p>6 <b>me answer the question. You asked the</b></p> <p>7 <b>question.</b></p> <p>8 <b>Q. I think we are going to do this</b></p> <p>9 <b>at the courthouse. If you -- I don't</b></p> <p>10 <b>really need a long answer. If you know</b></p> <p>11 <b>the names you can tell me the names. If</b></p> <p>12 <b>you don't know the names, you can say you</b></p> <p>13 <b>don't know them.</b></p> <p>14 <b>A. Okay. Fine. I don't know them.</b></p> <p>15 <b>Q. And when did this occur?</b></p> <p>16 <b>A. But I'm happy to do it at the</b></p> <p>17 <b>courthouse.</b></p> <p>18 <b>Q. When did this occur?</b></p> <p>19 <b>A. Excuse me?</b></p> <p>20 <b>Q. What time frame did this attempt</b></p> <p>21 <b>to use her influence occur?</b></p> <p>22 <b>A. I am not sure.</b></p> <p>23 <b>Q. And when did Ms. Browne-Sanders</b></p> <p>24 <b>attempt to extort 6 million dollars?</b></p> <p>25 <b>MR. GREEN: Objection to form.</b></p>
<p style="text-align: right;">207</p> <p>1 <b>DOLAN</b></p> <p>2 that she did attempt to extort 6 million</p> <p>3 dollars from the company that</p> <p>4 the -- the -- using these false claims.</p> <p>5 This is -- this is what this -- that is</p> <p>6 what this is about. The -- this isn't,</p> <p>7 you know, that the -- well, I've said what</p> <p>8 I said.</p> <p>9 <b>Q. Mr. Dolan, you have stated that</b></p> <p>10 <b>she attempted to use her influence. You</b></p> <p>11 <b>have not identified one person that she</b></p> <p>12 <b>attempted to influence.</b></p> <p>13 <b>A. I don't have to identify</b></p> <p>14 <b>anybody.</b></p> <p>15 <b>Q. Please. Excuse me. Please.</b></p> <p>16 <b>MR. GREEN: Is there a</b></p> <p>17 <b>question?</b></p> <p>18 <b>MS. VLADECK: I am about to.</b></p> <p>19 <b>MR. GREEN: Then why the</b></p> <p>20 <b>preamble?</b></p> <p>21 <b>Q. Please give the name of one</b></p> <p>22 <b>person that you believe Ms. Browne-Sanders</b></p> <p>23 <b>attempted to influence as part of the</b></p> <p>24 <b>investigation?</b></p> <p>25 <b>MR. GREEN: Objection. Mr.</b></p>	<p style="text-align: right;">209</p> <p>1 <b>DOLAN</b></p> <p>2 You may answer, Mr. Dolan, to the best of</p> <p>3 your recollection.</p> <p>4 <b>A. Around the same time period.</b></p> <p>5 <b>Q. And you, as you sit here today,</b></p> <p>6 <b>can't even say who it is who told you</b></p> <p>7 <b>that; is that correct?</b></p> <p>8 <b>MR. GREEN: Objection. Why are</b></p> <p>9 <b>you putting argument into your question?</b></p> <p>10 <b>MS. VLADECK: Excuse me.</b></p> <p>11 <b>MR. GREEN: Just rephrase the</b></p> <p>12 <b>question politely. He'll answer it.</b></p> <p>13 <b>MS. VLADECK: I think the</b></p> <p>14 <b>question is fine. Can you read it back.</b></p> <p>15 <b>MR. GREEN: No, it isn't. It</b></p> <p>16 <b>is argumentative and unnecessarily so.</b></p> <p>17 <b>Just rephrase it, so it is a simple</b></p> <p>18 <b>question.</b></p> <p>19 <b>MS. VLADECK: Ron, you have an</b></p> <p>20 <b>objection to form. I'd like an answer.</b></p> <p>21 <b>MR. GREEN: Mr. Dolan, you are</b></p> <p>22 <b>permitted to answer the outstanding</b></p> <p>23 <b>question.</b></p> <p>24 <b>May we have the question read</b></p> <p>25 <b>back for, Mr. Dolan.</b></p>

53 (Pages 206 to 209)

<p style="text-align: right;">222</p> <p><b>DOLAN</b></p> <p>or conferred with counsel in connection with the notification to Anucha Browne-Sanders as to the circumstances of her termination, he may not respond. He may respond otherwise if counsel was not involved in any way.</p> <p><b>Q. And if you hear the question and then you can see whether counsel was involved or not.</b></p> <p><b>A. I think I can just give you an answer now that will help you with that. I was -- I am unaware of how Anucha Browne-Sanders was informed of her termination.</b></p> <p><b>Q. My question is somewhat different. You made the decision to fire her; is that correct?</b></p> <p><b>A. That is it.</b></p> <p><b>Q. Why did you not accept her resignation instead of decide to fire her?</b></p> <p>MR. GREEN: Same objection.</p> <p><b>A. I'm confused. What resignation? I mean the -- when she had a discussion with Steve Mills?</b></p>	<p style="text-align: right;">224</p> <p><b>DOLAN</b></p> <p><b>Q. And what is your understanding of the concept?</b></p> <p><b>A. Essentially it is the -- an action taken against a person in response to their making an allegation, a formal allegation.</b></p> <p><b>Q. Do you believe that Ms. Browne-Sanders made a formal allegation?</b></p> <p><b>A. Yes, I think she did.</b></p> <p><b>Q. Did you ever get involved in ensuring that the players became involved in community events?</b></p> <p><b>A. No.</b></p> <p><b>Q. Did any of the players ever ask you whether they had to get involved in either community events or commercials?</b></p> <p><b>A. No.</b></p> <p><b>Q. After Ms. Browne-Sanders filed her complaint, did you get involved in the press?</b></p> <p><b>A. I always view the company's press strategy. So yes.</b></p> <p><b>Q. And did you help formulate the</b></p>
<p style="text-align: right;">223</p> <p><b>DOLAN</b></p> <p><b>Q. Did you believe that that was a resignation?</b></p> <p><b>A. Yes.</b></p> <p><b>Q. Then why didn't you accept her resignation instead of decide to fire her?</b></p> <p><b>A. Well, resignation -- it was actually a statement that said she was going to resign, the -- or I guess you consider -- you could consider it a resignation, but she asked to stay on. We were accommodating her.</b></p> <p><b>Q. Then why didn't you say we no longer want to accomodate you, and we accept your resignation effective immediately?</b></p> <p><b>A. I told I'm not -- you know, I'm not familiar with how she was communicated with when she was terminated.</b></p> <p><b>Q. In any of the training that you may have received in sexual harassment or discrimination, did you become familiar with a term called "retaliation"?</b></p> <p><b>A. I think I understand the concept.</b></p>	<p style="text-align: right;">225</p> <p><b>DOLAN</b></p> <p><b>press strategy in response to Ms. Browne-Sanders' complaints?</b></p> <p>MR. GREEN: Objection to form. You may answer.</p> <p><b>A. Formulate, no. Approve, yes.</b></p> <p><b>Q. And what was The Garden's press strategy in response to Ms. Browne-Sanders' complaint?</b></p> <p>MR. GREEN: Let me just admonish the witness that to the extent the garden's press strategy was discussed with counsel or directed by counsel, you could not answer that question; otherwise, you may.</p> <p><b>A. I'm sorry. I am not going to be able to answer the question then. (Dolan Exhibit 10 marked for identification.) (Document handed to witness.) (Pause.)</b></p> <p><b>A. Okay. How can we help you with this?</b></p> <p><b>Q. If you look at -- it's cut off, but I think it is 6100, which starts --</b></p>

57 (Pages 222 to 225)

VERITEXT/NEW YORK REPORTING COMPANY

212-267-6868

516-608-2400



## Exhibit 2

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
06 CIV. 0589

-----x  
ANUCHA BROWNE-SANDERS,

Plaintiff,

- against -

MADISON SQUARE GARDEN, L.P., ISIAH LORD  
THOMAS III, AND JAMES DOLAN,

Defendants.  
-----x

November 7, 2006

10:20 a.m.

VIDEOTAPE DEPOSITION of RUSTY  
McCORMACK, taken by the Plaintiff,  
pursuant to Notice, held at the offices of  
Vladeck Waldman Elias & Engelhard, P.C.,  
1501 Broadway, New York, New York, before  
Debbie Zaromatidis, a Shorthand Reporter  
and Notary Public of the State of New  
York.

<p>1 McCORMACK 2 Gonsalves' investigation? 3 A. No. 4 Q. Did you later learn that? 5 A. No, he had made comments to Dan 6 Gladstone is my understanding. 7 Q. Right. Did you become 8 aware -- well let me -- let's try this 9 again. 10 In the context of the 11 investigation of Mr. Gonsalves, did you 12 become aware that Mr. Marbury had made 13 comments to Dan Gladstone about 14 Ms. Browne-Sanders? 15 A. Yes. Okay. 16 Q. You did? 17 A. Yes. 18 Q. And so you learned of that in 19 the late November time frame when the 20 Gonsalves investigation was ongoing? 21 A. Yes. 22 Q. And what did you learn about 23 that? 24 A. No, the Dan Gladstone remarks 25 I -- as I understand it, was like six</p>	166	<p>1 McCORMACK 2 an E mail confirming that -- that those 3 comments had been made, which didn't make 4 Dan very happy, but then -- and that 5 was -- that was pretty much what -- that's 6 all I know as it came out, and we -- you 7 know, we -- we weren't aware of any of 8 this prior to -- to the Hassan thing even 9 coming up. 10 Q. Okay. My question is: What 11 did -- I assume you learned of this 12 through Mr. Mar -- Mr. Moran? 13 A. Yes. 14 Q. What did Mr. Moran tell you? 15 A. I don't remember specifically. 16 Q. Well, do you remember generally 17 anything that Mr. Moran said about this 18 subject? 19 A. No. 20 Q. Did Mr. Moran tell you -- 21 A. I'm not even sure that 22 Mr. -- that Mr. Moran told me that to be 23 honest with you. It could have come from 24 E mails that we read later. I don't know 25 that --</p>	168
<p>1 McCORMACK 2 months earlier. 3 Q. Right, but my question is when 4 did you learn of it? 5 A. Oh, not until that time. 6 Q. Right. You learned of the 7 comments that Mr. Marbury was alleged to 8 have made to Mr. Gladstone in or around 9 late November when the Gonsalves 10 investigation was occurring. That's 11 right, correct? 12 A. I believe that the Stephon 13 Marbury comments to Dan Gladstone were 14 some six months earlier. 15 Q. That's not my question. My 16 question is: When did you back aware of 17 that? 18 A. I became aware in -- in 19 November, early December. 20 Q. And what did you learn about 21 what Mr. Marbury was alleged to have said 22 about Ms. Browne-Sanders? 23 A. Well, two things, number one, I 24 learned that Anucha had asked Dan to -- to 25 go back over that six months to send her</p>	167	<p>1 McCORMACK 2 Q. Okay. 3 A. -- to be honest. 4 Q. So you acquired some knowledge 5 of these comments that Mr. Marbury was 6 alleged to have made to Mr. Gladstone, 7 correct? 8 A. Yes. 9 Q. Did you -- did you see an E 10 mail, are you -- 11 MR. MINTZER: Strike that. 12 Q. You referred to an E mail in 13 your -- in your answer that Mr. Gladstone 14 had been asked to write? Yes? 15 A. Yes. 16 Q. And you said that that Mr. 17 Gladstone was not happy about having had 18 to write that? 19 A. Right. 20 Q. What is the basis of that 21 testimony? 22 A. It is just what I heard. 23 Q. Who did you hear it from? 24 A. I don't know. 25 Q. When did you hear that?</p>	169

# Exhibit 3

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
06 Civ. 0589 (CGE)

-----x  
ANUCHA BROWNE-SANDERS,

Plaintiff,

- against -

MADISON SQUARE GARDEN, L.P., ISIAH LORD  
THOMAS, III, and JAMES DOLAN,

Defendants.  
-----x

November 10, 2006  
10:10 a.m.

VIDEOTAPE DEPOSITION of JOHN D.  
MORAN, taken by the Plaintiff, pursuant to  
Notice, held at the offices of Vladeck  
Waldman Elias & Engelhard, P.C, 1501  
Broadway, New York, New York, before  
Debbie Zaromatidis, a Shorthand Reporter  
and Notary Public of the State of New  
York.

<p style="text-align: right;">98</p> <p>1 MORAN</p> <p>2 those text messages were not sent on the</p> <p>3 premises of Madison Square Garden that it</p> <p>4 was not a violation of the company's</p> <p>5 anti-harassment policy?</p> <p>6 MR. GREEN: Objection to form.</p> <p>7 You may answer, Mr. Moran.</p> <p>8 A. I'm not sure -- the definitive</p> <p>9 point for me wouldn't be whether it</p> <p>10 was -- if one of their -- one or both</p> <p>11 might have been on or one was on or off.</p> <p>12 It was employees -- employees have a right</p> <p>13 to have relationships even though they</p> <p>14 work for The Garden. We don't prohibit</p> <p>15 that as long as it is not a direct</p> <p>16 reporting relationship, and if they are</p> <p>17 text messaging each other, that is -- I</p> <p>18 wouldn't consider that a violation.</p> <p>19 Q. Well, I mean a text message that</p> <p>20 says in substance, you know, when can I</p> <p>21 get more of that, do you consider that to</p> <p>22 be appropriate under all circumstances</p> <p>23 unless it is not from a supervisor to</p> <p>24 their subordinate?</p> <p>25 MR. GREEN: Objection to form.</p>	<p style="text-align: right;">100</p> <p>1 MORAN</p> <p>2 MR. GREEN: Objection to form.</p> <p>3 Asked and answered. You may answer again,</p> <p>4 Mr. Moran.</p> <p>5 A. I felt it was outside -- outside</p> <p>6 of the company's -- outside of the</p> <p>7 company's viewing. It was something that</p> <p>8 he was doing on his own personal time.</p> <p>9 Q. In the course of your</p> <p>10 investigation into Mr. Gonsalves' conduct,</p> <p>11 did you learn of any other inappropriate</p> <p>12 conduct by Mr. Marbury other than with</p> <p>13 respect to [REDACTED]?</p> <p>14 MR. GREEN: Objection to form.</p> <p>15 Misstates prior testimony as to Mr.</p> <p>16 Marbury. You may answer, Mr. Moran.</p> <p>17 A. I am sorry. Would you -- would</p> <p>18 you repeat --</p> <p>19 Q. Other than Mr. Marbury's conduct</p> <p>20 with respect to Mr. -- [REDACTED] did you</p> <p>21 learn of any inappropriate conduct by</p> <p>22 Ms. Marbury -- Mr. Marbury in connection</p> <p>23 with your investigation of Ms. -- Mr.</p> <p>24 Gonsalves' alleged misconduct?</p> <p>25 MR. GREEN: Objection to form.</p>
<p style="text-align: right;">99</p> <p>1 MORAN</p> <p>2 Asked and answered. You may answer again,</p> <p>3 Mr. Moran.</p> <p>4 A. I -- I don't get into value</p> <p>5 judgements as to what people are saying to</p> <p>6 one another when they're not, you</p> <p>7 know -- when they are conducting their own</p> <p>8 private business.</p> <p>9 Q. So you considered what went on</p> <p>10 between Mr. Marbury and [REDACTED] their</p> <p>11 own private business?</p> <p>12 A. Yes, I did.</p> <p>13 Q. Did you make any inquiries of</p> <p>14 Mr. Marbury about what had transpired?</p> <p>15 A. No, I didn't.</p> <p>16 Q. Did you make any effort to</p> <p>17 communicate to Mr. Marbury that he -- he</p> <p>18 needed to be cognizant of the company's</p> <p>19 anti-harassment policy?</p> <p>20 MR. GREEN: Objection to form.</p> <p>21 You may answer, Mr. Moran.</p> <p>22 A. No, I didn't.</p> <p>23 Q. Is there any reason why you</p> <p>24 didn't explore any of these issues with</p> <p>25 Mr. Marbury?</p>	<p style="text-align: right;">101</p> <p>1 MORAN</p> <p>2 You may answer.</p> <p>3 A. Nothing -- nothing comes to mind</p> <p>4 at the moment.</p> <p>5 Q. Did you learn that in the course</p> <p>6 of that investigation that Mr. Marbury had</p> <p>7 made inappropriate comments about</p> <p>8 Ms. Browne-Sanders?</p> <p>9 A. I -- I did learn that Mr.</p> <p>10 Marbury called a gentleman named Dan</p> <p>11 Gladstone and made comments -- according</p> <p>12 to Mr. Gladstone he said that Stephon</p> <p>13 called him, and they -- made comments</p> <p>14 towards Anucha.</p> <p>15 Q. How did you learn that?</p> <p>16 A. From Mr. -- from Mr. Gladstone.</p> <p>17 Q. Were you speaking with Mr.</p> <p>18 Gladstone in the context of your</p> <p>19 investigation of Mr. Gonsalves?</p> <p>20 A. I believe so, yes.</p> <p>21 Q. Mr. Gladstone relayed to you</p> <p>22 what the comments were that Mr. Marbury</p> <p>23 made about Ms. Browne-Sanders?</p> <p>24 A. Yeah. Just the -- back up. I</p> <p>25 think the context came not so much</p>

<p style="text-align: right;">102</p> <p>1 MORAN</p> <p>2 in -- in the investigation of Mr.</p> <p>3 Gonsalves, but -- and I'm not clear on the</p> <p>4 context, but Anucha had asked him to put</p> <p>5 in writing a conversation that took place</p> <p>6 maybe a year earlier, and I'm not sure</p> <p>7 that it -- I'm not sure that it had any</p> <p>8 relationship at all to the investigation.</p> <p>9 It was something that -- for whatever</p> <p>10 reasons I'm not sure, but Anucha said to</p> <p>11 him she -- we -- we had a conversation.</p> <p>12 You told me about a year ago, what --</p> <p>13 whatever the time frame was, that Stephon</p> <p>14 had called you and made remarks about me.</p> <p>15 Can you now put that in writing for me,</p> <p>16 and he did I guess. He -- I know he did,</p> <p>17 and I don't -- I don't think it had</p> <p>18 anything to do with the Gonsalves</p> <p>19 investigation. I mean it might have come</p> <p>20 up during that time frame, but it wasn't</p> <p>21 directly related to my investigation.</p> <p>22 Q. Does Mr. Gonsalves have any</p> <p>23 relation to Mr. Marbury?</p> <p>24 A. He is referred to as his cousin,</p> <p>25 but I don't know that to be accurate.</p>	<p style="text-align: right;">104</p> <p>1 MORAN</p> <p>2 Q. What did Mr. Gladstone tell you</p> <p>3 that Mr. Marbury had said?</p> <p>4 MR. GREEN: Objection to form.</p> <p>5 You may answer.</p> <p>6 A. I'm not going to be able to</p> <p>7 quote it correctly, but he said that he</p> <p>8 was -- called Anucha names, you know, that</p> <p>9 she's not running this place, and he -- he</p> <p>10 might have used the term bitch, ho. I</p> <p>11 don't know. It was that type of language.</p> <p>12 He was very upset.</p> <p>13 Q. Mr. Gladstone was upset?</p> <p>14 A. No, Mr. Marbury was upset</p> <p>15 with -- when he was -- he was making these</p> <p>16 comments towards Anucha. I'm not sure</p> <p>17 why.</p> <p>18 Q. Did you ever see an E mail in</p> <p>19 which these comments were reflected?</p> <p>20 A. Yes, I did.</p> <p>21 Q. And did you see that E mail at</p> <p>22 around the time you were investigating Mr.</p> <p>23 Gonsalves' conduct?</p> <p>24 A. Yes, I did.</p> <p>25 Q. When you saw that E mail, were</p>
<p style="text-align: right;">103</p> <p>1 MORAN</p> <p>2 Q. Who told you that they were</p> <p>3 cousins?</p> <p>4 A. I -- it is sort of folklore</p> <p>5 around.</p> <p>6 Q. Do you have a basis to doubt</p> <p>7 that they are cousins?</p> <p>8 A. Someone had told me after</p> <p>9 the -- after all of this that they weren't</p> <p>10 in fact cousins, but to this day I don't</p> <p>11 know.</p> <p>12 Q. In the context of interviewing</p> <p>13 Mr. Gladstone concerning Mr. Gonsalves'</p> <p>14 conduct, did Mr. Gladstone make you aware</p> <p>15 of Mr. Marbury's comments towards</p> <p>16 Ms. Browne-Sanders?</p> <p>17 A. He did. He -- again I am not</p> <p>18 sure in what context. I'm not sure -- I'm</p> <p>19 not sure why it came up because it didn't</p> <p>20 seem to be relevant to investigating</p> <p>21 Gonsalves' -- we are investigating what</p> <p>22 Gonsalves did -- said, did or whatever to</p> <p>23 these individuals. That -- it did come</p> <p>24 up, but I don't -- I don't recall why. It</p> <p>25 seemed extraneous to me.</p>	<p style="text-align: right;">105</p> <p>1 MORAN</p> <p>2 you concerned that Mr. Marbury's comments</p> <p>3 were contrary to the company's</p> <p>4 anti-harassment policy?</p> <p>5 MR. GREEN: Objection to form.</p> <p>6 You may answer.</p> <p>7 A. Well, the comments -- the</p> <p>8 comments concerned me, and, you know, in</p> <p>9 terms of the policy, you know, everything</p> <p>10 is -- needs to be looked at in context,</p> <p>11 and I wasn't sure what the context was,</p> <p>12 but the -- but the words concerned me.</p> <p>13 Q. Well, did you make any effort to</p> <p>14 find out what the context was?</p> <p>15 A. It is my -- my understanding of</p> <p>16 what the context was -- well, the call was</p> <p>17 like -- the call we are talking about</p> <p>18 didn't take place in November when -- when</p> <p>19 the E mail was asked for. The call took</p> <p>20 place -- I don't know -- six months or a</p> <p>21 year earlier, and my understanding was</p> <p>22 that Gon -- Hassan Gonsalves had been</p> <p>23 forging the signature of a supervisor for</p> <p>24 parking tickets, and it came to our</p> <p>25 attention. Not my attention, it came to</p>

# Exhibit 4



**Unknown**

---

**From:** Gladstone, Dan  
**Sent:** Monday, November 28, 2005 6:27 PM  
**To:** Browne Sanders, Anucha  
**Cc:** Buchholz, Karin  
**Subject:** Staffing issues - MARBURY

**Importance:** High

**Attachments:** - Staffing memo(June 16).doc

Anucha

As per your request, I am submitting some comments made by Stephon Marbury from a phone conversation that happened this summer in June (perhaps June 16th at 9 PM in the evening) when he called me on my cell phone to comment on events that transpired as mentioned below in the attached email as pertaining to his cousin, Knicks staffer Hassan Gonsalves:

- Stephon was upset that he felt his family member, Hassan, was being treated unfairly by Knicks management
- Stephon was not happy with the salary range for his cousin Hassan.
- I explained the timesheets and payroll process, and that Hassan would not be assigned to work more than 35 hours per work nor would he be assigned to work overtime and Hassan's salary was determined by Knicks management.
- I explained that Hassan was not granted a parking spot at 31st street garage and I did not approve him using my access code nor was I aware he was forging my signature to park his vehicle.
- Stephon was upset at these circumstances and expressed extreme displeasure at the Knicks front office staff, particularly mentioning Anucha
- Though time has passed, several comments I can recall Stephon making include:

**all referring to Anucha**

- "No one likes that black bitch"
- "Fuck that black bitch, she thinks she runs the Knicks, she don't run shit. I sell the tickets around here, not her, I put people in seats, this is my team."
- "We don't like her, she thinks she tells us what to do, she don't tell us shit"
- "Fuck that black bitch, she ain't shit and we'll see what happens this year"

the conversation was more detailed but to the best of my ability those are the only exact phrases I can recall. I did call you that night to give you a head's up that Stephon was angry with the situation and that Stephon had some hostile things to say about members of Knicks management.

sincerely

Dan Gladstone

-----Original Message-----

**From:** Gladstone, Dan  
**Sent:** Thursday, June 16, 2005 1:13 PM  
**To:** Browne Sanders, Anucha  
**Cc:** Buchholz, Karin  
**Subject:** Staffing issues  
**Importance:** High

Anucha

As per your request - here are 2 issues that occurred this week that need to be brought to your attention regarding Knicks Field Marketing staffer Hassan Gonsalves:

- **Time Sheets** - over the period of Hassan's employment (hired October 2004) he has had trouble completing his bi-weekly administrative time sheets properly (submitting to me for approval, for me to sign, and then submitting to payroll to process on time so that Hassan would receive a paycheck). I have had to return at least 6 timesheets for

Hassan to re-do and properly submit to me for approval/signature in order to reflect the proper time/hours worked on Knicks events, and as a result often Hassan has not had his timesheet submitted to payroll in order in time to get his check the following week. Recently Hassan again submitted a **timesheet reflecting overtime he was not approved to work** - I made a change in his hours to reflect what he WAS approved to work and submitted to payroll for him so that he would be paid on time to expedite the process. On this occasion, I submitted the timesheet and send it back to Hassan to correct, because I wanted to get it to payroll in a timely manner so he would be paid the following week.

- **Parking** - it has come to my attention through the managers at Central parking system that Hassan has been using my parking account (#3-6-9) for the 31st street lot to park his own personal vehicle on a frequent basis under my name. I did not approve nor give out my account to Hassan to park his car on my account nor use my code. In fact, I have been extremely clear to Hassan that he is NOT to drive nor EVER be behind the wheel of a MSG vehicle as the result of a background check on his driver's license which resulted in him not being permitted or legal to drive company vehicles, thus it is extremely important that he does not park on the company account as we could be liable for an accident that occurs in the lot or associated with him parking and driving under the Knicks.

Moving forward, I have attached a **DRAFT** of a memo I wanted to present to both Tasheem Ward & Hassan Gonsalves to meet with them and re-enforce the nature of their employment status with the Knicks...please review and let me know how to proceed. I can also forward a copy of this memo to HR to approve or comment on...please advise....



Staffing memo(June  
16).doc

Thank you.

Dan Gladstone  
New York Knicks  
Director, Community Relations & Field Marketing  
2 Penn Plaza - 14th Floor - New York, NY 10121

w# (212) 465-6411  
f# (212) 465-6047

get your Knicks tickets at [ny.knicks.com](http://ny.knicks.com)

# Exhibit 5

REDACTED

---

From: Browne Sanders, Anucha  
Sent: Wednesday, December 07, 2005 8:47 PM  
To: Moran, John VP ER MSG  
Cc: Mills, Steve  
Subject: Fw: Issues

As a follow up to last weeks meetings, steve said that you are reviewing all emails. I want you to have this one as well.

-----Original Message-----

From: Buchholz, Karin <Karin.Buchholz@thegarden.com>  
To: Browne Sanders, Anucha <Anucha.BrowneSanders@thegarden.com>  
Sent: Mon Nov 28 21:04:21 2005  
Subject: Issues

Anucha,

After our meeting with John Moran, I am documenting the instances where Stephon Marbury made it clear to employees that he did not like you. Last season, I asked Chris Bernard to get several jerseys signed by Stephon and Stephon refused because he thought they were requests from you. Chris asked me not to say anything and said the reason Stephon wasn't signing was because he didn't like you. It took several days before we got the jerseys signed after letting Stephon know that the jerseys were for Cablevision and a charitable organization. Stephon said he didn't want to do anything to help Anucha. On several occasions, Jamie Mathews said that Stephon did not want to cooperate with CP requests because he did not like Anucha. Dan Gladstone told me that Stephon called him on his cell phone and said that wasn't going to do anything for "that bitch" and that he hated you. It is common knowledge with the staff that Stephon doesn't like Anucha.

As you can imagine, this has made our job in Community Relations very difficult at times.

Karin

Karin J. Buchholz  
Vice President,  
Community Relations & Fan Development  
New York Knicks  
Two Pennsylvania Plaza  
New York, NY 10121  
(212) 465-6382  
karin.buchholz@thegarden.com

# Exhibit 6

---

**From:** Winkler, Gary  
**Sent:** Tuesday, December 13, 2005 12:31 PM  
**To:** Browne Sanders, Anucha

ABS -

Per our conversation, I am aware that Petra was asked to check-in with the refs prior to games and make sure they were happy at some point last season. I believe she did this once and the issue never resurfaced. I recall the three of us speaking about this one day in your office last season.

Gary

Gary Winkler  
Vice President, Event Presentation  
New York Knicks  
2 Penn Plaza, 14th Floor  
New York, NY 10121  
PH: (212) 465-4437  
FX: (212) 465-6062

Get your Knicks tickets today at [www.nyknicks.com](http://www.nyknicks.com)

**REDACTED**

**CONFIDENTIAL**

**MSG 00173**

-----

# Exhibit 7

1

73NVTSEC Conference

1 UNITED STATES DISTRICT COURT  
1 SOUTHERN DISTRICT OF NEW YORK

2 -----X

2

3 ROBERTA C. TSE,

3

4 Plaintiff,

4

5 v. 03 CV 6234 (GEL)

5

6 UBS FINANCIAL SERVICES, INC.,

6

7 Defendant.

7

8 -----X

8 New York, N.Y.

9 March 23, 2007

9 3:30 p.m.

10

10 Before:

11

11 HON. GERARD E. LYNCH,

12

12 District Judge

13

13 APPEARANCES

14

14 BERANBAUM MENKEN BEN-ASHER & BIERMAN

15 Attorneys for Plaintiff

15 BY: JOHN A. BERANBAUM

16 JASON J. ROZGER

16 KRISTEN FINLON

17

17 EPSTEIN BECKER & GREEN

18 Attorneys for Defendant

18 BY: MARY A. GAMBARDILLA

19 ERIN CARNEY

19

20 ALSO PRESENT: CLAUDIA COHEN, ESQ., UBS In-House Counsel

21

22

23

24

25



73NVTSEC Conference

1 thing that ever happened to her because it freed her time to  
2 develop a lucrative enterprise of self-employment or whether it  
3 harmed her because she needed to put no more effort into her  
4 trading after her firing, and was unable to find employment to  
5 replace the income lost when she lost the UBS job.

6 Of course, the fact that the plaintiff is  
7 independently wealthy, if she is, has nothing to do with the  
8 matter; and if any limiting instruction is relevant on that  
9 topic, I will give it. Also, the defendant will not be allowed  
10 to argue that plaintiff did not try to mitigate damages because  
11 she has enough money from some other source to live on.

12 The issue is what she did or did not do to mitigate,  
13 not why she did it. If she sat at home and did nothing to look  
14 for a job, it doesn't matter whether that was self-destructive  
15 behavior or the result of laziness or the result of being rich  
16 or whatever else. What matters is what she did. And the  
17 possible prejudice that the jury could feel she isn't entitled  
18 to damages because she's rich enough already is too hard to  
19 separate from any purported probative argument as to her  
20 motive. But that form of prejudice does not outweigh highly  
21 probative evidence, if there is any such, of what she did with  
22 her time and how she did or did not replace the lost income,  
23 which goes to the heart of any issue of damages.

24 Fifth. The plaintiff moves to exclude evidence of a  
25 purported after-acquired justification for her firing, that she

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

73NVTSEC Conference

1 tape-recorded conversations with supervisors and colleagues, in  
2 violation of company policy.

3 The defendants argue that the surreptitious taping  
4 violated a clearly enforced company policy and, therefore, that  
5 Ms. Tse would not have been fired -- I'm sorry, would have been  
6 fired, in any event, when the taping was discovered.  
7 Plaintiff's motion to exclude this evidence will be granted.

8 The law is clear that even if the defendant fired the  
9 plaintiff for discriminatory reasons and knew nothing of some  
10 legitimate reason that would have justified the firing, the  
11 defendant can still cut off damages by proof of after-acquired  
12 knowledge that would have led to her firing. See McKennon v.  
13 Nashville Banner, 513 U.S. 352 at 362 from 1995.

14 For example, if an employer unlawfully fires an  
15 employee because of her age, but the employer can prove that it  
16 would have fired the employee anyway at some later date due to  
17 the discovery of some legitimate reason for firing her, such as  
18 embezzlement, then the employee may only recover damages up to  
19 the date on which the embezzlement was discovered; in other  
20 words, up to the date in which the employer would have fired  
21 her.

22 Plaintiff does not deny that her surreptitious taping  
23 violated a company policy. She claims, however, that the  
24 taping was protected by the statutes that prohibit retaliation  
25 against employees who participate in the investigation of civil

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

73NVTSEC Conference

1 rights violations because the taping was intended to uncover  
2 evidence to support her pending discrimination claims.  
3 Therefore, she contends, she could not have legitimately been  
4 fired for the taping.

5 Title 7 prohibits an employer from retaliating against  
6 an employee who has "opposed any employment practice made  
7 unlawful by the subchapter or because he has made a charge,  
8 testified, assisted or participated in any manner in an  
9 investigation, proceeding or hearing under this subchapter."  
10 42 U.S.C., Section 2000e-3.

11 The Second Circuit has said that "The statute's use of  
12 the phrase 'participate in any manner' evinces Congress's  
13 intent to confer exceptionally broad protection, as the word  
14 'any' has an expansive meaning; and thus, so long as Congress  
15 did not add any language limiting the breadth of that word, the  
16 term must be given literal effect." *Jute v. Hamilton*  
17 *Sundstrand Corp.*, 420 F.3d 166 at 174 (2d Cir. 2005).

18 Although the phrase "protected activity" is to be  
19 interpreted broadly, it has limits. "Slapping one's harasser,  
20 even in response to Title 7, Barred Harassment, is not a  
21 protected activity." *Cruise v. Coach Stores, Incorporated*, 202  
22 F.3d 560 at 566 (2d Cir. 2000).

23 It appears that courts are to look at the employer's  
24 legitimate need to forbid certain behavior that is simply too  
25 disruptive or inimical in the employer's lawful interests;

SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

73NVTSEC Conference

1 thus, the Second Circuit agreed with another court that three  
2 years of extremely disruptive behavior, including interrupting  
3 meetings, misusing secretarial services, running up exorbitant  
4 phone bills, inviting reporters to examine confidential salary  
5 information and so on was so extreme as to be unprotected. See  
6 Grant v. Hazlet Strip Casting Corporation, 880 F.2d 1564 at  
7 1570 (2d Cir. 1989) discussing Hochstadt v. Worcester  
8 Foundation for Experimental Biology, 545 F.2d 222 (1st Cir.  
9 1976).

10 Employers have an obvious interest in prohibiting  
11 secret taping, but, of course, a great deal of  
12 evidence-gathering activity by employees who suffer  
13 discrimination is secret by necessity and may require an  
14 employee to violate clear directives from the employer in a way  
15 that would otherwise be inappropriate; thus, the Second Circuit  
16 in Grant, just cited, found an employee's conduct protected  
17 when he prepared a memo for his boss memorializing the boss's  
18 discriminatory reasons for a hiring decision, and then refused  
19 to destroy the memo after the boss signed it.

20 Coaxing one's boss into putting himself at legal  
21 jeopardy, and then disobeying a direct order are certainly  
22 legitimate causes for dismissal under normal circumstances, but  
23 the Court found that these activities would be protected if the  
24 employee believed himself to be gathering evidence of  
25 discrimination.

SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

73NVTSEC Conference

1 The Second Circuit has not identified a clear test for  
2 what activity is protected and what is not. But in this case,  
3 we need not struggle to find some precise formula because the  
4 activity at issue, surreptitious taping in an effort to gather  
5 evidence of discrimination, has already been identified as  
6 protected activity.

7 In the case of *Heller v. Champion International*  
8 Corporation, 891 F.2d 432 in 1989, the Second Circuit rejected  
9 a district court's conclusion that an employee's dismissal for  
10 secret taping was justified as a matter of law, at page 436.  
11 It held that further factual inquiry was needed because "a  
12 range of factors might have justified the employee's conduct."

13 The Court specifically identified the employee's  
14 "belief that he was gathering evidence, in support of a  
15 possible claim of age discrimination" as a factor that would  
16 have justified the conduct, at page 437.

17 The dissent in that case warned that this holding  
18 would likely mean that "every disgruntled employee in the  
19 Second Circuit will feel free to report to work with a tape  
20 recorder hidden on his person," at page 439. And perhaps that  
21 is the case we see before us.

22 Defendant cites at least one district court case from  
23 outside the circuit, from the Middle District of North  
24 Carolina, I believe, that takes a different view. But the  
25 Second Circuit has spoken clearly.

SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

73NVTSEC Conference

1 Defendants argue that in Heller it was not clear that  
2 the taping had violated a company policy. That's a fair  
3 distinction to make, but it can't be the basis of the decision,  
4 because a company cannot define by contract what activity is  
5 and is not protected by the civil rights laws.

6 In light of the Second Circuit's clear statement that  
7 it constitutes protected activity, I cannot conclude that a  
8 company policy could legitimately be applied to it in this  
9 context.

10 In this case, the defendants have not made any claim  
11 or cited any evidence that plaintiff was doing anything other  
12 in her secret taping than gathering evidence to support her  
13 pending discrimination complaints. Therefore, I find that her  
14 activity was protected and would not have constituted a  
15 legitimate basis for termination when it was eventually  
16 discovered. And plaintiff's motion to exclude evidence of that  
17 activity is granted.

18 Six. The plaintiff seeks to exclude evidence that she  
19 referred to certain contractors or workers as Mexican. The  
20 motion will be denied.

21 This is something of a tempest in a teapot. If the  
22 plaintiff testifies that UBS supervisors referred to her  
23 clients as Asian or Oriental, it is entirely fair to ask her on  
24 cross-examination whether she regards use of an ethnic  
25 description of a customer in a business context as

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300